

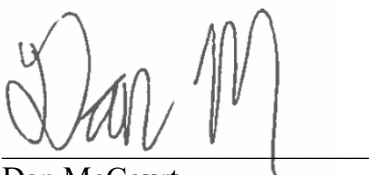
Exhibit A



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I, Dan McCourt, hereby certify that the document “**SERVICE OF A JUDGMENT**” is, to the best of my knowledge and belief, a true and accurate translation from French into English.



Dan McCourt

Sworn to before me this
August 15, 2023



Signature, Notary Public



Stamp, Notary Public

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**JUDICIAL BRANCH
PROVINCE OF LUALABA
KOLWEZI COMMERCIAL COURT
Enforcement Registry**

SERVICE OF A JUDGMENT

In the year two thousand twenty-three, on the [hw:] 11th day of the month of August;

At the request of the **Divisional Registrar of the** Commercial Court of Kolwezi located at number 400 avenue du Collège, Biashara district, Dilala commune, town of Kolwezi, province of Lualaba Democratic Republic of the Congo;

I, the undersigned, [hw:] LUKINGA BUXANGA Clerk of the Commercial Court of Kolwezi;

Served on:

1. KAMOTO COPPER COMPANY SA (KCC SA) a limited company with Board of Directors, having its headquarters at the factories of LUILU, Dilala Commune, City of Kolwezi, Province of Lualaba in the Democratic Republic of the Congo, registered in the Trade and Personal Property Credit Register under CD/KZI/RCCM/47-B-00020 and National Identification under 14-B0500-N45597Q;

2. CRUSADER HEALTH RDC SARL (*société à responsabilité limitée* [limited liability company]) whose headquarters are in Kolwezi located at avenue M'siri, No. 180, Quartier Biashara, Dilala Commune, in Kolwezi, Province of Lualaba in the Democratic Republic of the Congo;

Stating that the present decision is made for each of them for their direct information for all legal purposes, in the case recorded under **RAC 349**;

AT ISSUE: KAMOTO COPPER COMPANY SA acronym **KCC SA Versus CRUSADER HEALTH RDC SARL**;

And so that it may not claim ignorance I have left it a copy of my present writ and of the judgment dated 08/08/2023 handed down by the Commercial Court of Kolwezi under RAC 349;

FOR THE FIRST.

Having been to [hw:] the address indicated above at the LUILU factories

And spoken with [hw:] Mr. URBAIN NYINDO, legal counsel so declared

FOR THE SECOND

Having been to

And spoken with

Including writ, cost:.....Cdf

THE PARTY SERVED
[signatures]

THE CLERK
[signatures]

[stamp]

COPY

**THE COMMERCIAL COURT OF KOLWEZI, SITTING IN
COMMERCIAL MATTERS IN THE FIRST DEGREE, HAS HANDED
DOWN THE FOLLOWING JUDGMENT:**

RAC 349

First page

**PUBLIC HEARING OF AUGUST EIGHT, TWO THOUSAND
TWENTY-THREE**

AT ISSUE: KAMOTO COPPER COMPANY SA acronym **KCC SA** a limited company with Board of Directors, having its headquarters at the factories of LUILU, Dilala Commune, City of Kolwezi, Province of Lualaba in the Democratic Republic of the Congo, registered in the Trade and Personal Property Credit Register under CD/KZI/RCCM/47-B-00020 and National Identification under 14-B0500-N45597Q, duly represented herein by its **Managing Director, Mr. Clinton DONKIN; (Plaintiff);**

VERSUS: CRUSADER HEALTH RDC SARL whose headquarters are in Kolwezi located at avenue M'siri, No. 180, Quartier Biashara, Dilala Commune, in Kolwezi, Province of Lualaba in the Democratic Republic of the Congo; (Defendant);

[stamp]

[illegible]

By writ of July 7, 2023 of Mr. LUKINGA BUKANGA, Bailiff at the Commercial Court of Kolwezi, located at number 400 avenue du collège, Quartier Biashara, in Dilala Commune, in Kolwezi, Province of Lualaba, in the Democratic Republic of the Congo, the plaintiff had the defendant served with a short-notice summons to confirm the agreement to waive enforcement of the judgment handed down under RAC 166 by the Commercial Court of Kolwezi.

To appear before the Commercial Court of Kolwezi, sitting in commercial matters, in its ordinary public hearing room located at 400 Avenue du Collège, quartier Biashara, Dilala Commune, City of Kolwezi, Province of Lualaba in the Democratic Republic of the Congo, at its hearing on July 11, 2023, at 9:00 a.m.

The present case, recorded under RAC 349, was set, summoned, examined and pled at the hearing of July 11, 2023;

RAC 349

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In the year two thousand and twenty-three, on the 7th day of July, at 1:28 p.m.;

At the request of **KAMOTO COPPER COMPANY SA, acronym KCC SA**, a limited company with Board of Directors, having its headquarters at the factories of LUILU, Dilala Commune, City of Kolwezi, Province of Lualaba, Democratic Republic of the Congo, registered in the Trade and Personal Property Credit Register under CD/KZI/RCCM/47-B-00020 and National Identification under 14-B0500-N45597Q, duly represented herein by its *Managing Director, Mr. Clinton DONKIN*;

I, the undersigned, LUKINGA BUKANGA, Bailiff at the Commercial Court of Kolwezi, located at number 400 avenue du collège, Biashara district, in Dilala Commune, in Kolwezi, province of Lualaba, in the Democratic Republic of the Congo;

Summoned:

1. **CRUSADER HEALTH RDC Sarl** whose headquarters are in Kolwezi located at avenue M'siri, No. 180, Quartier Biashara, Dilala Commune, in Kolwezi, Province of Lualaba in the Democratic Republic of the Congo

[stamp]

[illegible]

2. **KAMOTO COPPER COMPANY SA, acronym KCC SA**, a limited company with Board of Directors, having its headquarters at the factories of LUILU, Dilala Commune, City of Kolwezi, Province of Lualaba, Democratic Republic of the Congo, registered in the Trade and Personal Property Credit Register under CD/KZI/RCCM/47-B-00020 and National Identification under 14-B0500-N45597Q, duly represented herein by its *Managing Director, Mr. Clinton DONKIN*;

To appear before the Commercial Court of Kolwezi, sitting in commercial matters, in its ordinary public hearing room located at 400 Avenue du Collège, quartier Biashara, Dilala Commune, City of Kolwezi, Province of Lualaba in the Democratic Republic of the Congo, at its hearing on July 11, 2023, at 9:00 a.m.

For:

RAC 349

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Whereas the plaintiff has summoned the defendant before this court for the purpose of petitioning the latter for a judgment acknowledging the waiver by CRUSADER HEALTH RDC SARL of the enforcement of decision RAC 166;

Whereas the parties were opposed under RAC 166 before this Commercial Court, which handed down its decision on December 31, 2019;

Whereas on May 31, 2023, CRUSADER HEALTH RDC SARL notified KAMOTO COPPER COMPANY SA, abbreviated KCC SA, of a waiver of the enforcement of decision RAC 166, handed down by this Court on December 31, 2019, in the following terms: ***"Pursuant to the principle that no one can be compensated more than once for the same claim, we hereby officially notify you that, upon delivery to KAMOTO COPPER COMPANSA [sic] of this waiver letter, following the payment of the amount of the claim to the escrow account of Cohen & Gresser LLP ...Crusader definitively and irrevocably waives the right to enforce the Congolese judgment, to recover the amounts awarded to it or to derive any other benefits therefrom and to seek compensation in the Democratic Republic of the Congo for categories of claims allocated in the Opinion and Order. To avoid any ambiguity, on the Effective Date, Crusader discharges, holds harmless and releases, completely and fully, irrevocably and unconditionally, Kamoto Copper Company and all entities and individuals affiliated with Glencore AG, from and against the Congolese Judgment (RAC 166) and any other claim for compensation in the Democratic Republic of the Congo, for the categories of claims awarded in the Opinion and Order. The foregoing waiver and release shall, as of the Effective Date, be binding on Crusader, any of its affiliates, successors, and assigns that may succeed Crusader by merger, spin-off, absorption, consolidation, reorganization, acquisition, disposition or any other transaction, as well as any officer, attorney-in-fact or other person acting on behalf of Crusader..."***;

Whereas by the present action, the plaintiff summons the aforementioned defendant before your esteemed Court so that the latter may acknowledge their agreement concerning the definitive and irrevocable waiver **by Crusader Health RDC SARL** to enforce judgment RAC 166 handed down on December 31, 2019 by this Court, to recover the amounts awarded to it or to derive any other benefits therefrom and to seek compensation in the Democratic Republic of the Congo;

RAC 349

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FOR THESE REASONS;

Subject to any and all general reservations, may it please the court to:

- Find this action admissible and well-founded;
- Acknowledge their agreement to the definitive and irrevocable waiver by **Crusader Health RDC SARL** of its right to avail itself of and enforce judgment RAC 166 handed down on December 31, 2019 by the Commercial Court of Kolwezi, and its waiver of its right to recover the amounts awarded thereby or to derive any other benefits therefrom and to seek compensation in the Democratic Republic of the Congo;

- Expenses fully borne by Kamoto Copper Company;
- And justice will be served.

And so that the summoned party may not claim ignorance, having been to the aforementioned address, I left it a copy of my present writ, of the request and of short-notice order No. 900138 of June 7, 2023;

For CRUSADER HEALTH DRC SARL

Having been to

And spoken with

Left a copy of my present writ.

For KCC

Having been to the aforementioned address in Kolwezi, at the factories of LUILU And having spoken there with Mr. URBAIN NYINDO, legal counsel so declared

Left a copy of my present writ.

Whereas in the appeal of the case at the public hearing of July 11, 2023, the plaintiff appeared represented by its counsel THONY KITENGE, lawyer at the Court of Appeal of Haut-Katanga, while the defendant appeared represented by its counsel Benjamin LUKAMBA MUGANZA, lawyer at the Court of Appeal of KINSHASA-GOMBE;

Referring to the proceedings, this Court stated that it was hearing the case for the defendant on the basis of a voluntary appearance and that it was hearing the case for the plaintiff on the basis of a valid writ of summons. To this end, the Court heard the plaintiff;

The plaintiff pled and argued as follows;

FOR THESE REASONS;

Subject to any and all general reservations, may it please the Court to:

- Find this action admissible and well-founded;

RAC 349

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- Acknowledge their agreement to the definitive and irrevocable waiver by Crusader Health RDC SARL of its right to avail itself of and enforce judgment RAC 166 handed down on December 31, 2019 by the Commercial Court of Kolwezi, and its waiver of its right to recover the amounts awarded thereby or to derive any other benefits therefrom and to seek compensation in the Democratic Republic of the Congo;

- Expenses fully borne by Kamoto Copper Company
And justice will be served.

Whereas the defendant in its pleadings pled and argued as follows:

FOR THESE REASONS;

Subject to any and all general reservations:

May it please the Court to:

- Find this action admissible and well-founded;
- Acknowledge the defendant's definitive and irrevocable waiver to avail itself of and enforce the judgment handed down on December 31, 2019 under RAC 166 by this Court;

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[illegible]

- Costs and expenses fully borne by the plaintiff;
- And justice will be served.

Whereas the Public Prosecutor's Office gave its opinion on the bench in these terms:

FOR THESE REASONS;

- May it please the Court to:
- Find this action admissible and well-founded;
- Accordingly, acknowledge the waiver between the parties;
- Order KCC SA to pay the costs;

Having heard the pleadings, the Court was sufficiently enlightened in the matter and adjourned the case for judgment within the legal time limit

Whereas at the public hearing of August 8, 2023, the Court handed down the following Judgment:

JUDGMENT RAC 349

Whereas, by its summons to appear at short notice to confirm the agreement waiving enforcement of the judgment handed down under RAC 166 by the Commercial Court of Kolwezi on 07/07/2023; KAMOTO COPPER COMPANY SA, acronym KCC SA, a limited company with Board of Directors, having its headquarters at the factories of LUILU, Dilala Commune, City of Kolwezi, Province of Lualaba, Democratic Republic of the Congo, registered in the Trade and Personal

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Property Credit Register under CD/KZI/RCCM/47-B-00020 and National Identification under 14-B0500-N45597Q, duly represented herein by its Managing Director, Mr. Clinton DONKIN; has petitioned this Court to find the present action admissible and well-founded;

Acknowledge their agreement to the definitive and irrevocable waiver by Crusader Health RDC SARL of its right to avail itself of and enforce judgment RAC 166 handed down on December 31, 2019 by the Commercial Court of Kolwezi, and its waiver of its right to recover the amounts awarded thereby or to derive any other benefits therefrom and to seek compensation in the Democratic Republic of the Congo;

Expenses fully borne by KAMOTO COPPER COMPANY SA;

Whereas in the appeal of the case at the Public Hearing of 07/11/2023 to which it was summoned, examined and pled, the plaintiff, KAMOTO COPPER COMPANY SA, abbreviated KCC SA, appeared represented by its counsel, THONY KITENGE, lawyer at the Court of Appeal of Haut-Katanga; While the defendant, CRUSADER HEALTH RDC SARL, appeared represented by its counsel, BENJAMIN LUKAMBA MUGANZA, lawyer at the Court of Appeal of Kinshasa Gombe;

[stamp]
[illegible] Having reviewed the proceedings, the Court states that the matter has been duly referred to it in respect of all parties by means of regular summonses;

Whereas having spoken the plaintiff claims to have referred the matter to this Court by summoning the company CRUSADER HEALTH RDC SARL to appear to confirm the agreement waiving enforcement of the judgment handed down by the Commercial Court of Kolwezi under RAC 166; Wherefore KCC SA asks the Court to acknowledge this waiver between the parties, with costs as of right;

Whereas the plaintiff in its defense confirms the plaintiff's arguments specifying that it has made a written waiver of enforcement of the judgment handed down under RAC 166 by the Commercial Court of Kolwezi;

Whereas this Court will be pleased to confirm the waiver of enforcement of the judgment under RAC 166; Acknowledge the latter;

Costs and expenses borne by KCC SA;

Whereas the Public Prosecutor has the floor to give his oral opinion;

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Says that the parties before this Court under RAC 166, as of today, have agreed to waive enforcement of this decision;

May it please this Court to find the present action admissible and well-founded, and consequently to acknowledge the waiver of this decision;

Whereas this Court, after having examined the exhibits in the case, finds that the defendant has waived enforcement of the decision handed down in its favor under RAC 166, given that the case file contains a deed of waiver dated May 30, 2023 of the judgment handed down by the Court under RAC 166, said judgment having ordered KAMOTO COPPER COMPANY SA to pay it the amount of **6,864,556** dollars in compensation for breach of contract on September 10, 2018 and 4,000,000 U.S. dollars in damages; (reference No. 16);

Whereas given that the parties (KCC and CRUSADER HEALTH RDC) have decided to settle their case amicably, it is appropriate to grant their request; Accordingly, it will find the action brought by the plaintiff KCC admissible and well-founded; Acknowledge the waiver of enforcement of judgment RAC 166, in accordance with the wishes of the parties; And charge the costs to KAMOTO COPPER COMPANY SA, abbreviated KCC SA;

[stamp]

FOR THESE REASONS:

[illegible]

The Court, ruling publicly and adversarially with regard to all parties, the Public Prosecutor having been heard in his oral opinion

Having regard to the Uniform Act relating to the rights of commercial companies and economic interest groups;

Having regard to Law No. 13-B of April 11, 2013 on the organization, operation and jurisdiction of courts of the judicial order;

Having regard to Law No. 002/2001 of July 3, 2001 on the creation, organization and operation of commercial courts;

Having regard to the Code of Civil Procedure;

Finds that the action brought by the plaintiff, KAMOTO COPPER COMPANY SA, is admissible and well-founded;

ACKNOWLEDGES the definitive and irrevocable waiver by the defendant, CRUSADER HEALTH RDC SARL to avail itself of and enforce the judgment handed down on December 31, 2019 under RAC 166 by this Court;

Thus adjudged and decreed by the Commercial Court of Kolwezi sitting in commercial matters in the first degree at its public hearing of 08/08/2023 under the Honorable Judges GABRIEL

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KAPOMPWA, LUKANDA and KAZAD, respectively Presiding Judge and judges at the commercial court, in the presence of the Office of the Public Prosecutor represented by Mr. ATHUR SHIKAYI and assisted by Mr. NDUBA LUWAWA Crispin, Clerk of the Court.

THE COURT CLERK

Signed/

NDUBA LUWAWA

THE PRESIDING JUDGE

Signed/

KAPOMPWA KAPOMPWA

Commercial Court
Judges

Signed/

1. LUKANDA

Signed/

2. KAZAD

Certified Copy
Kolwezi [illegible] AUGUST 11,
2023
The Divisional Registrar
[signature]

DIVISIONAL REGISTRAR
JEAN DAVID NGOY NDALAMBA

[stamp]
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HEAD OF DIVISION